

SECTION L

INSTRUCTIONS, CONDITIONS, AND NOTICES TO CONTRACTORS

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L.1 PRE-PROPOSAL CONFERENCE AND SITE TOUR

- a) A pre-proposal conference will be held on January 5, 2011.
- b) A site tour (anticipated to be 2 days in duration) will be conducted January 5 – 6, 2011. The site tour will be structured and escorted. The location of the site tour will be at the Moab and Crescent Junction Sites which are located in Utah. There is a limit of three (3) representatives per contractor. Registration and additional information regarding the site tour will be posted to http://www.emcbc.doe.gov/Moab_RAC. All companies must submit their requests, including company name, company DUNS code, name of individual, title of individual, citizenship (visitors who are not U.S. citizens must complete and submit the Unclassified Foreign Visit/Assignment Request Information form provided on the website by December 27, 2010) and phone number, by the established deadline of December 27, 2010. A valid form of picture ID and social security number must be provided to security personnel in order to obtain entrance to the site.
- c) Attendance to the pre-proposal conference and/or site tour are not mandatory in order to submit a proposal under this RTP.

L.2 ELECTRONIC MEDIA – SOLICITATION AND AMENDMENT DISTRIBUTION

In order to further the government policy of maximizing electronic commerce and minimizing acquisition process costs, electronic media will be used exclusively and will be the sole method used for distributing the contract and amendments to the public. This Solicitation requires the Offeror to submit its electronic proposal through FedConnect to DOE's contract system STRIPES. The electronic quotation submitted through FedConnect to STRIPES constitutes the official offer and proposal.

The above electronic medium will constitute the official distribution method for this contract. All amendments and any other official communications from the agency regarding this contract will be posted through this medium. Contractors and all other interested parties shall maintain continual surveillance of the above website to remain abreast of the latest available information. No other communication, whether oral or in writing, will modify or supersede the terms of the contract.

L.3 QUESTIONS ON SOLICITATION

Contractors may submit questions regarding the RTP by e-mail to the CO at MoabRAC@emcbc.doe.gov or by using the link to this mailbox on the Moab RAC website:

http://www.emcbc.doe.gov/Moab_RAC

Questions and answers will be posted on a periodic basis. DOE may group or paraphrase questions and answers. Questions submitted after January 19, 2011 may not be answered and may not be a basis for amending this RTP.

L.4 PROPOSAL DELIVERY AND PACKAGE MARKINGS

In addition to submitting proposals through Fed Connect, all envelopes or packages shall be marked with this notice:

TO BE OPENED BY THE CONTRACTING OFFICER FOR
SOLICITATION NO. DE-SOL-0001300

NOTICE TO RECIPIENT:
THIS IS A PROPOSAL UNDER RTP DE-SOL-0001300
THE DATE AND TIME OF RECEIPT IS TO BE
LOGGED AND MARKED ON THIS PACKAGE

Mailed (U. S. Mail) proposals shall be marked as follows:

FROM: _____

SEND TO:
U.S. Department of Energy
110 Boggs Lane, Suite 450
Springdale, OH 45246

Solicitation No. DE-SOL-0001300

(Attention: Lisa Rawls)

Next Day Delivery (e.g., U. S. Postal Service Express Mail or commercial couriers) proposals shall be marked as follows:

FROM: _____

SEND TO:
U.S. Department of Energy
110 Boggs Lane, Suite 450
Springdale, OH 45246

Solicitation No. DE-SOL-0001300
(Attention: Lisa Rawls)

Hand carried proposals shall be marked as follows:

FROM: _____

HAND CARRY TO:
U.S. Department of Energy
110 Boggs Lane, Suite 450
Springdale, OH 45246

Solicitation No. DE-SOL-0001300
(Attention: Lisa Rawls)

Note: Contractors hand carrying proposals to the above address must telephone the CO, or the individual listed below, one (1) business day in advance to arrange delivery:

Lisa Rawls - (513) 246-0059

- (a) If the contractor transmits its offer by means other than the U.S. Mail, the contractor assumes the full responsibility of ensuring that the offer is received at the place and by the date and time specified in this RTP. Facsimile offers will not be accepted.
- (b) Hand carried package(s) may only be delivered during the hours of 8:00 a.m. to 4:00 p.m. local time on federal workdays. Delivery to any location other than that specified herein is unacceptable.

L.5 PROPOSAL PREPARATION INSTRUCTIONS – GENERAL INFORMATION

- (a) Proposals shall be submitted February 22, 2011, by 4:00 p.m. local time (ET).
- (b) In addition to the official submittal requirements in L.2, the contractors shall submit hard copy proposals as identified in Table L-2 below. Written proposal information will be used in the evaluation process described in Section M, Evaluation Criteria. Written proposal information requirements are described in Provisions L.6, L.7 and L.8.
- (c) Expenses related to proposal submissions – This solicitation does not commit the government to pay any costs incurred in the submission of any proposal; in

making necessary studies or designs for the preparation thereof; or to acquire or contract for any services.

(d) Proposal Page Specifications, Instructions and Volume Requirements.

- (1) The Original proposal shall contain original signature documents. Use of reproductions of signed originals is authorized in all other copies of the proposal.
- (2) Signed Contract – Standard Form 33, Solicitation, Offer, and Award, shall be fully executed and used as the first page of each copy of Volume I, Offer and Other Documents.
- (3) Acceptance Period – the acceptance period shall not be less than 300 days, which shall apply if no longer period is offered.
- (4) Signature Authority – the person signing the Section A must have the authority to commit the contractor to all clauses in the proposal, fully recognizing that the government has the right, by terms of the RTP, to make an award without further discussion if it so elects.
- (5) By signing Section A, the contractor agrees to accept the contract as written. Any exceptions or deviations to the terms and conditions of this contract may make the offer unacceptable for award. If a contractor proposes exceptions to the terms and conditions of the contract, the government may make an award without discussions to another contractor that did not take exception to the terms and conditions of the contract.
- (6) Proposals are expected to conform to all contract clauses and be prepared in accordance with the instructions and outline contained in this Section L. The proposal information will be reviewed to ensure compliance by the contractor with all aspects of this RTP. To aid in evaluation, proposals shall be clearly and concisely written, neat, indexed (cross-indexed as appropriate), and assembled logically. Extraneous, repetitious, or wordy submissions are not desired. Neither offers nor acknowledgments may be provided by facsimile or by telephone. Pages shall be sequentially numbered with the volume and page numbers and the name of the contractor, the date, and RTP number on each page: these can be included as headers or footers. Failure to respond to or follow the instructions regarding the organization and content of the proposal may result in the contractor's proposal being deemed nonresponsive.
- (7) Using the Evaluation Criteria set forth in Section M, Evaluation Factors for Award, proposals will be evaluated in accordance with the Federal Acquisition Regulation (FAR) and Department of Energy Acquisition Regulation (DEAR).
- (8) Subcontractor proposals with proprietary information may be provided separately to the CO. The contractor shall provide narrative support

sufficient to explain the development of the costs proposed as part of this proprietary information.

- (9) These instructions are provided to aid contractors in the preparation of their proposals. These instructions and the information contained in these instructions are not evaluation factors for this RTP. The evaluation factors are contained in Section M, Evaluation Factors for Award, of this RTP.
- (10) The point of contact for Past Performance Questionnaires shall be submitted to the Contracting Officer (Joe Werbrich) or designee (Lisa Rawls).

Table L-1

Proposal Page Specifications and Instructions	
Proposal Submission	<ul style="list-style-type: none"> Proposals must be submitted through FedConnect at https://www.fedconnect.net/FedConnect/. Hard copies of proposals are also required as shown in Table L-2.
Paper Size	<p>8 1/2" x 11" paper.</p> <p>Fold-outs shall not exceed 11" x 17".</p>
Print Type	<ul style="list-style-type: none"> Print type (font size) used in the text portions of the proposal shall be no smaller than 12 point font. Print type used in completing forms attached to this RTP as Microsoft® (MS) Word®, Access®, or Excel® documents should not be changed from the styles used in the attachments. Print type used in charts, graphics, figures and tables may be smaller than 12 point Font, but must be clearly legible.
Page Margins	<ul style="list-style-type: none"> Page margins (distance between the edge of the paper and the body of the proposal) shall be 1-inch on the top, bottom and left and right sides of the page, exclusive of headers and footers, (e.g., name of contractor name, RTP number, date). The RTP number and page number shall be provided on each page.
Page Numbering	All pages of each volume shall be appropriately numbered and identified with the name of the contractor.
Page Format	<ul style="list-style-type: none"> All pages are to be single-sided. Any page larger than 8 1/2 x 11 will count as two pages, except for the schedules provided under Criterion 1, which shall not exceed 11" x 17" and will be counted as 1 page. 2 columns of text per page and use of bold face type are acceptable. Tables of Contents, Lists of Figures, dividers, tabs, or similar inserts that do not provide any substantive information are not counted as a page.
Binding and Labeling	<ul style="list-style-type: none"> Each volume shall be separately bound in three-ringed loose-leaf binders. Cost proposals may be submitted in three-ringed binders of any size up to 11 1/2 x 17. Staples shall not be used. The outside front cover of each binder shall indicate the contractor's name, the RTP number, the title of the RTP, and the copy number (i.e., sequentially number the required copies with the original being Copy No. 1). The same identifying data shall be placed on the spine of each binder to facilitate identification and accountability when placed in a vertical position. Pages shall be numbered sequentially by

Proposal Page Specifications and Instructions	
	volume and by individual sections within each volume.
Official Offer and CD-ROM/DVD Requirements	<p>CD-ROMs or DVDs shall be clearly labeled with the RTP volume number and Provision reference. The CD-ROMs are provided for SEB evaluation convenience only. The written material constitutes the official Offer and proposal. In the event of a conflict, the hard copy material takes precedence over the CD-ROM text and FedConnect electronic submission. Files submitted shall be in readable and searchable Adobe Acrobat portable document format (PDF), Microsoft® (MS) Word®, or Excel® (Version 2003 or 2007), except:</p> <ul style="list-style-type: none"> • The proposal schedule shall be developed utilizing the current version of Oracle's Primavera P6 Enterprise Project Portfolio Management © software and be provided electronically as well as in .PDF format. • For electronic copies of financial statements and Annual Reports, Adobe Acrobat® 7.0 or later PDF files are required. • Any proprietary software provided in accordance with paragraph L.8 shall be in the native format. <p>The Adobe Acrobat® PDF shall not be password protected or contain other security restraints unless access information is provided.</p>

Table L-2

Proposal Volume Requirements and Page Limitations				
Volume Number	Proposal Volume Title	Page Limitations	Number of Hard Copy Proposals	Number of CD-ROM's
Cover Letter & I	Offer and Other Documents	No Page Limit	Original and 6 copies	5
II	Technical and Management Proposal, Written Proposal exclusive of the resumes, letters of commitment, schedule and past performance information	40 Page Limit	Original and 6 Copies	5
II	Technical and Management Proposal, detailed integrated schedule including critical path schedule	Maximum 20 Page Limit	Original and 6 Copies	5
II	Technical and Management Proposal, Key Personnel Resumes and Letters of Commitment	4 pages for the Program Manager resume; 2 pages for any and all other Key Personnel resume; 1 page for each Letter of Commitment	Original and 6 Copies	5

Proposal Volume Requirements and Page Limitations				
Volume Number	Proposal Volume Title	Page Limitations	Number of Hard Copy Proposals	Number of CD-ROM's
II	Technical and Management Proposal, Past Performance Information	Reference Information Worksheet (plus 1 additional sheet maximum), Questionnaire from each contract/project/task order (no page limitation), and ESH&Q Past Performance Indicators	Original and 6 Copies	5
III	Cost and Fee Proposal – Proposed Cost and Fee	No Page Limit	Original and 6 copies	5
Exceeding Page Limitations		Those pages that exceed the limits set forth in Section L of this RTP will not be considered in the evaluation.		

L.6 PROPOSAL PREPARATION INSTRUCTIONS – COVER LETTER AND VOLUME I, OFFER AND OTHER DOCUMENTS

(a) Instruction – Cover Letter. The cover letter shall include, but not be limited to, the following:

- (1) The RTP number;
- (2) The name, address, telephone numbers, facsimile numbers, and electronic addresses of the contractor;
 - The term “contractor” as used in this Section L refers to the single legal entity submitting the offer.
 - The term “major subcontractor” as used in this Section L is defined as proposed subcontracts valued at \$5M or more.
- (3) A statement identifying any exceptions or deviations the contractor is taking to the terms and conditions specified in the task order. However, exceptions and/or deviations are not sought and the government is under no obligation to enter into discussions. If an offeror proposes exceptions to the terms and conditions of the solicitation, DOE may make an award to another contractor that did not take exceptions and/or deviations to the terms and conditions of this RTP;
- (4) Names, titles, telephone numbers, facsimile numbers, and electronic addresses of persons authorized to negotiate with the government on the

contractor's behalf in connection with this RTP (Attachment L-1, Authorized Negotiators);

- (5) Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority;
 - (6) The name, address, telephone number, facsimile number, and electronic address of the individual in the contractor's organization to be contacted, if necessary, during evaluation of the proposal;
 - (7) The complete legal name and address of the contractor and other participants to be used in any resulting contract. Provide Dun and Bradstreet, Inc. (D&B) Data Universal Numbering System (DUNS) number for each organization;
 - (8) The name, address, telephone numbers, facsimile numbers, and electronic addresses of representatives of the government agency having administrative cognizance over the contractor or parent company, as applicable (such as contract administration within the meaning of FAR Subpart 42.3, Contract Administration Office Functions, financial auditing, and equal employment opportunity oversight); and
- (b) Instruction – Volume I, Offer and Other Documents – Written Proposal Information (No page limitation)
- Volume I, Offer and Other Documents, consists of the actual offer to enter into a contract to perform the required work. It also includes required representations and certifications, other statements of the contractor, and any other administrative information. Volume I, Offer and Other Documents, shall include the following (in the order listed):
- (1) Fully executed SF 33
 - (2) Contractors shall complete Section B.5, Estimated Cost, Base Fee & Award Fee and Fixed Unit Rate Price;
 - (3) Section C through J of the model contract shall not be submitted, except for any required fill-in information;
 - (4) Section L, Attachment L-2, titled, List of Key Personnel. This list will become part of the contract in the Section H.41 clause titled, Key Personnel;
 - (5) A fully completed and executed Section, Attachment J-F, titled, Performance Guarantee Agreement, from the ultimate corporate parent(s), which will become part of the resulting contract as Section J, Attachment F. If the contractor is a joint venture, Limited Liability Company (LLC), or other similar entity where more than one company is involved in a business relationship, the parent companies of the contractor shall all provide guarantees. In order to consider the financial or other resources of the

corporate parent(s), the parent(s) must be legally bound to provide the necessary resources to the contractor and assume all contractual obligations of the contractor;

- (6) The contractor's EVMS documentation required under Section H.2 Provision of the basic ID/IQ contracts titled, FAR 52.234-4, Earned Value Management System (JUL 2006).
- (7) Organizational Conflicts of Interests. Contractor, teaming or joint venture partners and major subcontractors (with subcontracts of \$5 million or more) shall provide a statement similar to that described in, DEAR 952.209-8, Organizational Conflicts of Interest Disclosure -Advisory and Assistance Services (JUN 1997) at the time of proposal submission.

L.7 PROPOSAL PREPARATION INSTRUCTIONS – VOLUME II, TECHNICAL AND MANAGEMENT PROPOSAL

a) Instruction - Introduction

The Technical and Management Proposal consists of written information intended to present the contractor's understanding, capabilities, experience, and approach to satisfy requirements of the PWS. No cost information shall be included in the Technical and Management Proposal. Criterion 1, Technical Approach; Criterion 2, Key Personnel and Organization; and Criterion 3, Past Performance, will be evaluated based on written information and other information received by the government. The overall page limitation for Volume II, Technical and Management Proposal, shall not exceed 40 pages except as stated in Table L-2, pages in excess will not be evaluated.

- (b) The format and content of Volume II, Technical and Management Proposal, shall consist of the following:

Criterion 1 – Technical Approach

The contractor shall describe its technical approach for the major PWS activities (i.e., Task Order Transition, Facility/Ground Maintenance, RRM Excavation and Handling at Moab, Transportation, and disposal cell operations at Crescent Junction, and Project Support) to meet the purpose and objectives of Section C.1.3 within the existing funding restrictions for CLINs 0001, 0002, and 0003 and Regulatory framework. The Record of Decision was amended on February 29, 2008, to increase the flexibility to relocate the residual radioactive material (RRM) using rail or truck. DOE is sensitive to the strong stakeholder desire that the majority of the RRM be transported by rail and the continued utilization of the basic approach and infrastructure. The contractor shall describe its approach to planning and integrating the PWS requirements. The contractor shall identify the risks and impacts to the proposed approach; rationale for the identified risks and impacts; and the approach to eliminate, avoid, or mitigate these risks. The contractor shall provide a detailed integrated schedule

including the critical path schedule (for PWS element C.2.2 for which DOE provided cost, the contractor is not required to provide detailed activities).

Criterion 2- Key Personnel and Organization

The contractor shall propose a Program Manager for the Moab Site as Key Personnel. The contractor shall submit two (2) additional Key Personnel as part of the Written Proposal Information as shown in Section L, Attachment L-2 List of Key Personnel. Upon award, the List of Key Personnel will become part of the Section H.42 clause titled, Key Personnel.

The contractor shall submit written resumes using the format provided in Section L, Attachment L-3 titled, Resume Format, for each proposed Key Person. The resumes shall describe the Key Personnel's suitability for the proposed position(s) based on education, leadership, and relevant experience. The resumes shall describe how work experience relates to work similar to that described in the Moab Site PWS, the number of years of progressively responsible experience as a supervisor (and the number of people supervised), and capability to function effectively in his/her proposed position.

Each resume shall not exceed two (2) pages in length, with the exception of the resume for the Program Manager, which may not exceed four (4) pages.

The contractor shall submit a signed Letter of Commitment from each proposed Key Person, which states that the information contained in the resume submitted as part of the proposal is true and correct, and that the individual will accept the proposed position. Letters of Commitment shall also include a statement that the Key Person will work in the proposed position for two years. The Letter of Commitment shall state:

"I hereby certify that the resume submitted as part of the proposal is true and correct, and _____ (insert name of individual proposed) will accept the proposed position) if _____ (insert name of contractor) receives the award and will perform in the proposed position for a period of not less than two years from the date of award."

The contractor shall describe the proposed organizational structure, including roles, responsibilities, authorities, lines of communication, and interfaces with DOE, the TAC, and others. The contractor shall provide its rationale for the proposed organizational structure to execute the PWS requirements. Additionally, the contractor shall describe team member's (i.e., corporate entities) ability to perform corporate reach-back for the activities relating to the PWS.

Criterion 3 – Past Performance

- (1) The past performance information is to be submitted in Volume II. The contractor shall provide past performance information for the contractor and its major subcontractors, i.e. major subcontractors proposed to perform over

\$5 million of work for the proposed task order. The Contractor is not required to submit past performance information for Union Pacific.

- (2) The contractor shall identify a total of three contracts or projects that are similar in size, scope and complexity to the PWS and that are currently being performed or have been performed within the past three years. A total of three contracts and/or projects from the contractor members/parent companies may be provided if the actual contractor (being newly formed) does not have past performance contract and/or projects of their own. The contractor shall identify for each major subcontractor, one contract or project, which is currently being performed or has been performed within the past three years that is similar in size, scope and complexity to the PWS which the major subcontractor is proposed to perform under this task order.

Exclusion: Past Performance Questionnaires are not required for proposed subcontracts with supply vendors.

- (3) The contractor shall describe the project or contract in sufficient detail, as well as the contractor's responsibilities under the project or contract, in order for the Department to determine the relevancy and/or degree of relevancy to the requirements under the RTP. The contractor should identify size, scope and complexity of the referenced contract or project. The contractor should specifically explain how the information is relevant to this task order requirements. The contractor should specifically explain and identify the activities for which its major subcontractor(s) are responsible under this RTP in order for the Department to determine the relevancy of the experience being described.
- (4) For each of the contracts/projects/task orders, the Contractor shall submit the past performance information as shown in Attachment L-4, Contractor Past-Performance Reference Information Worksheet and Questionnaire. The contractor may attach a maximum of one (1) additional page, if necessary.
- (5) In addition, the Contractor shall forward a Past Performance Letter and Past Performance Questionnaire, (Attachment L-5), for each Contract/project/task order cited above to the appropriate point of contact for that contract/task order. The contractor shall use Attachment L- 5 to identify the project and reference to which the questionnaire is being sent. The point of contact for each contract/ project/task order should complete, mail or hand-carry (**NOT EMAIL**) the questionnaire to the Contracting Officer or designee as stated in Section L.5. The contract/project/task order information provided to the point of contact for completion of the questionnaire must be sufficient to enable cross-referencing of Attachment L-5 and the returned questionnaires.
- (6) Completed Past Performance Questionnaires are due on the closing date of the RTP.

- (7) The contractor shall submit its ESH&Q past performance information for the year-to-date and the past three government fiscal years required by Section L, Attachment L-6, titled, ESH&Q Past Performance Indicators. One attachment shall be submitted for the contractor as well as for each major subcontractor and each member of joint ventures, LLC or other teaming arrangements.
- (8) As past performance information is proprietary source selection information, the Government will only discuss past performance information directly with the prospective prime contractor, team member or subcontractor that is being reviewed. If there is a problem with a proposed subcontractor's or team member's past performance, the prime can be notified of a problem, but no details will be discussed without the subcontractor's permission.

L.8 PROPOSAL PREPARATION INSTRUCTIONS – VOLUME III, COST AND FEE PROPOSAL

Contractors shall provide proposed cost and fee by providing a completed Section B clause. The contractor shall submit a completed Section B.5 in Volume I – Offer and Other Documents. Supporting detail for Section B.5 shall be provided under this Volume III, Cost and Fee Proposal, in accordance with the instructions in this clause.

Instructions – Cost and Fee Proposal – Written Proposal - The contractor shall prepare its cost proposal in accordance with the following instructions:

- (a) All cost and fee information shall be included in Volume III of the proposal. None of the information contained in Volume III should be included in any other proposal volumes unless specifically requested in the RTP.
- (b) All pages in the Volume III Cost Proposal, including forms, tables, and exhibits shall be numbered and identified in a volume table of contents. The cost proposal shall be sufficiently complete so that cross-referencing to other proposal volumes is not necessary. There is no page limitation on the cost proposal.
- (c) The contractor shall propose cost for each year and in total corresponding to the costs for performing the PWS. For proposal preparation purposes, contractors shall assume an anticipated award date of November 1, 2011 with a 60-day contract transition period; therefore, contractors shall assume full responsibility for performance of the contract requirements on January 1, 2012. Proposed costs shall be provided based on a 12 month Fiscal Year (FY) period from October 1 through September 30. The first FY shall include proposed costs from January 1, 2012, through September 30, 2012. The period of performance extends through September 30, 2016.
- (d) For proposal preparation purposes, the contractors shall assume a funding profile of \$27M annually for the period of performance for CLINs 0001, 0002 and 0003. For the first FY (January 1, 2012 through September 30, 2012) the

contractor shall assume a funding profile of \$20.25M for CLINs 0001, 0002 and 0003. For the Transition Period, the contractor shall assume a funding profile of \$1M. The provided funding profile is the government's estimate as of the date of the RTP of future available funding. This assumed funding is not a guarantee of available funds. Actual funding may be greater or less than these estimates. There is no commitment by DOE to request funds equivalent to this assumed funding. Available funds depend on Congressional appropriations and priorities within the DOE. Contract transition costs shall be included as part of the total cost of the PWS. .

- (e) Work Breakdown Structure (WBS). The contractor shall use the organization of work set forth in the PWS as the WBS for its cost proposal. The contractor shall not propose its own WBS structure for this RTP. Consistent with the contractor's Technical and Management Proposal (including the proposed integrated critical path schedule), the WBS structure shall be at the same level as the WBS in the PWS except for C.2.3, Excavation and Handling at Moab; C.2.5, Transportation; C.2.6, and Crescent Junction Operations, which shall be at one level lower than the PWS.
- (f) Proposed Schedule. The contractor shall provide a resource loaded schedule (utilizing Oracle's Primavera P6 Enterprise Project Portfolio Management® software). The schedule activities shall be presented at the same level as the WBS in the PWS except for C.2.3, Excavation and Handling at Moab; C.2.5, Transportation; C.2.6, Crescent Junction Operations, which shall be at one level lower than the PWS, including logic ties. This schedule shall be fully traceable to Volume II, Technical and Management Proposal. For those PWS elements for which DOE provided costs, the schedule shall reflect the provided cost as a resource, consistent with the fiscal year periods allocation in the Section L-8 Attachment titled, Summary of Cost Worksheets.
- (g) Contractors shall provide a cost reimbursement price for CLIN 0001 and CLIN 0002, and firm fixed unit rates for CLINs 0003, 0004 and 0005. See following paragraph (h) for specific cost instructions applicable to CLIN 0001 and CLIN 0002. See following paragraph (i) for specific cost instructions applicable to CLINs 0003, 0004 and 0005.
- (h) Contractor Proposed Cost – CLIN 0001 and CLIN 0002 Cost Reimbursement
 - (1) Proposed Fee. The contractor shall propose no fee for the transition period under CLIN 0001. The contractor shall propose base and award fee for CLIN 0002.

The contractor's proposed base fee shall be two (2) percent of the total estimated CLIN 0002 costs. The contractor's cumulative proposed base and award fee as a percentage of CLIN 0002 total proposed costs shall not exceed the total fee limitation percent contained in the Basic Contract. The profit included in the firm fixed unit rate for CLINs 0003, 0004 and 0005 is not to be included in the total fee limitation for CLIN 0002.

- (2) Cost Worksheets. Format and present all cost information to provide full traceability between Section B.5, Estimated Cost, Base Fee and Award Fee and Fixed Unit Rate Price, the completed Section L, Summary of Cost Worksheets provided as Attachments L-8 – 8c, and Waste Quantities and Cost Worksheet provided as Attachment L-9 with the information required in the Technical and Management Proposal. Additionally, all proposed costs information shall be fully traceable between the detailed costs of the estimate and the Section L Attachments. Examples of the type of information that would provide traceability include spreadsheets with formulas that sum the detailed costs from the lowest level of the estimate through the intermediate WBS levels. It is not acceptable to provide a diagram describing the process used to sum costs through the WBS levels.
- (3) Basis of Estimate. Provide a Basis of Estimate thoroughly documenting all estimates. A Basis of Estimate description shall be provided for each WBS in accordance with the level described in L.8(e).

The detailed narrative description shall include how the proposed costs by cost element were derived, including summary of work scope, source of estimate information, summary statement of site conditions (including all major assumptions that were used to establish the site condition by PWS), supporting rationale, summary of estimating methods, process and assumptions (including all major assumptions that were used to establish the contractor's cost to perform the contract requirements), and other related information to provide clarity and understanding of the contractor's Basis of Estimate. Contractors shall clearly indicate for each PWS by cost element (direct labor, direct material, etc.): (1) what data is existing and verifiable, (2) judgmental factors applied in projecting from known source data to the estimate, (3) key assumptions (not in conflict with the PWS), and (4) the basis for each cost element. Offers shall be sufficiently detailed to demonstrate reasonableness and realism. The contractor shall not use factors as part of its estimating technique (e.g., percentage of labor for personal protective equipment (PPE)).

The Basis of Estimate shall be a standalone document within Volume III, separate from the estimate calculations. Back-up supporting documentation (for example, Timberline estimating back-up documentation) supporting the pricing from the contractor's estimating software shall be provided detailing the proposed costs including showing all labor hours by labor category cumulative for the project and by fiscal year and quantities and unit pricing for other than direct labor costs cumulative for the project and fiscal year (for example, number of units multiplied by unit costs of material).

- (4) Cost Elements. The cost proposal shall be provided by major cost elements: direct labor (including labor categories, direct labor hours and direct labor rates for each labor category type), fringe benefits, direct

labor overhead (if applicable), material, material handling overhead (if applicable), equipment (including capital investments), subcontract (\$5 million or more) (shall be individually estimated and provided for by major cost elements as described in this paragraph), subcontract/joint venture/LLC member or other teaming arrangement (under \$5 million), sampling, personal protective equipment (PPE), waste packaging (including container costs), supplies, travel, relocation, other direct costs, joint venture/LLC member or other teaming arrangement (\$5 million or more) (shall be individually estimated and provided for by major cost elements as described in this paragraph), and General and Administrative (G&A) costs (if applicable). Attachment L-8 shall be completed in total and by fiscal year. For cost proposal preparation purposes, the \$5 million threshold is defined as the total value of the subcontract, joint venture/LLC member or other teaming arrangement.

- (5) Labor Rates. The contractor has the ability to propose its own direct labor rates for all direct and indirect labor categories; however, the contractor's proposed direct and indirect labor rates for labor categories covered by the Davis-Bacon Act and Service Contract Act shall be at least the applicable DOE provided average direct labor rates (see documents titled, Employees Average Labor Rates, provided under the Workforce Breakdown and Pay and Benefits Section at http://www.emcbc.doe.gov/Moab_RAC). For labor categories not covered by the Davis-Bacon Act or Service Contract Act, contractors may use at their discretion the DOE provided labor rate information related to the Moab UMTRA Project. Provided direct labor rates represent straight time pay rates only. Any premium differentials (such as overtime, shift differential, etc.) shall be computed by the contractor. The contractor shall provide the basis of the proposed labor rate(s) and supporting documentation.

For proposal preparation purposes, a full time equivalent (FTE) is defined as 1,870 hours/year. The 1,870 hours/year is based on 2,080 annual hours less 210 hours for vacation, sick, holiday, and site-specific training (Hazardous Waste Operations [20 CFR 2910.120] and Radiological Worker II Training). If the contractor proposed to use a work shift utilizing more than 80 hours in a two-week period, the contractor shall account for the time as 80 hours regular time and the remainder as overtime hours.

- (6) Direct Labor Hours. The contractor shall complete the Section L, Attachments L-8 – 8c, Summary of Cost Worksheets, detailing direct labor hours. The contractor shall provide direct labor hour summary at the same level as the WBS in the PWS except for C.2.3, Excavation and Handling at Moab; C.2.5, Transportation; and C.2.6, Crescent Junction Operations, which shall be at one level lower than the PWS. The information provided in the worksheet shall be fully traceable to the cost proposal.

- (7) Fringe Benefits. The contractor has the ability to propose its own fringe benefit rate(s); however, the contractor's proposed fringe benefit rates for site employees covered by the Davis-Bacon Act and Service Contract Act shall be at least thirty-five (35) percent of direct labor costs associated with the respective workforce group. The fringe benefit rates provided or proposed by the contractor shall be applied to direct labor costs associated with the respective workforce group. The provided fringe benefit rates cover projected labor related indirect costs such as medical, dental, severance, Employee Assistance Program, life insurance, accident/sickness coverage, benefit administration, vision, pension, workers compensation, FICA, FUTA, SUTA and time-off (vacation, sick, holiday and site specific training).

The contractor shall provide documentation to support the proposed fringe benefit rate(s).

- (8) Subcontract and Joint Venture/LLC Members/other teaming arrangement(s) over \$5 million. The contractor's cost proposal shall identify the proposed cost for all joint ventures, LLC members, other teaming arrangement(s), or subcontracts over \$5 million to the detail required in the L.8(h). Joint ventures, LLC members, other teaming arrangement(s) and subcontractors (over \$5 million or more) cost proposals shall be provided for the PWS by the contractor, which reconciles to the proposed costs and the contractor's proposal correlated with the PWS, consistent with its technical proposal. Cost data shall be fully supported.
- (9) Costing Information and Assumptions. For proposal preparation purposes, the contractor shall use the information shown in Attachment L-7, Cost Assumptions/Information, to assist in the preparation of the estimated costs.
- (10) Waste Quantities and Costs. The contractor shall use the format shown in Section L, Attachment L-9 titled, Waste Quantities and Cost Worksheet, to provide a separate summary table of waste quantities by waste type in accordance with the contractor's technical approach. The contractor shall differentiate the estimated quantities in tons by waste stream (RRM above grade, RRM sub-pile, RRM former atlas mill debris, and process-generated wastes). The basis of estimate associated with information provided in the waste summary table (including the additional tables) shall be fully explained in supporting documentation and shall provide the necessary documentation reconciling the contractor's technical approach to the waste quantities being dispositioned for each waste type (i.e., the input and output waste quantities based on the contractor's technical approach shall be described). This shall include an explanation of the derivation of quantities by waste type.
- (11) Indirect Rates. The contractor shall provide a detailed estimate for each indirect rate (fringe benefit, material handling, labor overhead and G&A,

if applicable) proposed by fiscal year. The detailed estimate shall include cost, by cost element, for the allocation pool and the allocation base and how each cost element within the allocation pool and allocation base was derived. The contractor shall provide all related information to provide a clear understanding of the basis of estimate. The contractor shall compute all of the indirect rates by fiscal year. If the contractor is proposing a blended indirect rate that is derived from the weighting of other indirect rates (e.g., blended fringe benefit rate), the contractor shall provide the detailed computations for each of the individual indirect rates that is used in the computation of the blended rate by fiscal year and the methodology of how the blended rate was derived. This data shall be provided for each joint venture member, LLC member, and other teaming arrangement(s) over \$5 million.

The contractor shall provide a detailed explanation using the proposed corporate organizational structure as to whether corporate home office allocation is or is not applicable. If a corporate home office allocation is not proposed or is proposed as a ceiling dollar amount or a percentage of cost, the contractor shall provide a contractually binding statement (including proposed contract language) as part of the offer in Volume I stating the contractor will not attempt to recover corporate home office costs in excess of proposed during the course of the task order.

- (12) Escalation. The contractor has the ability to propose its own escalation factors (including supporting documentation) for both direct labor and other than direct labor costs; however, the contractor's proposed escalation factors shall be at least 2.5 percent for each fiscal year, with the exception of the Union Pacific transportation costs which will have an escalation factor of 6%.
 - (i) Contractor Proposed Cost – CLINs 0003, 0004 and 0005 Firm Fixed Unit Rate. The contractor shall propose separate firm fixed unit rates to include cost and profit associated with PWS C.2.6.
- CLIN 0003 – Placement and Compaction PWS C.2.6.1
- (1) The annual firm fixed unit rates shall be based on total costs and profit for PWS C.2.6.1 and the number of tons placed and compacted in the disposal cell at Crescent Junction, consistent with terms and conditions specified in Section B.5.
 - (2) Contractors shall use Section L, Attachment L-8a, titled Summary of Cost Worksheets for Fixed Unit Rate (Section C.2.6.1), to provide cost, fee, and number of tons information supporting the firm fixed unit rates for each fiscal year.
 - (i) Costs included in Attachment L-8a shall be provided by major cost elements: direct labor (including labor categories, direct labor hours and direct labor rates for each labor category type), fringe benefits,

direct labor overhead (if applicable), material, material handling overhead (if applicable), equipment (including capital investments), subcontract (\$5 million or more) (shall be individually estimated and provided for by major cost elements as described in this paragraph), subcontract/joint venture/LLC member or other teaming arrangement (under \$5 million), sampling, personal protective equipment (PPE), supplies, travel, relocation, other direct costs, joint venture/LLC member or other teaming arrangement (\$5 million or more) (shall be individually estimated and provided for by major cost elements as described in this paragraph), and General and Administrative (G&A) costs (if applicable). Attachment L-8a shall be completed in total and by fiscal year. For cost proposal preparation purposes, the \$5M threshold is defined as the total value of the subcontract, joint venture/LLC member or other teaming arrangement.

- (ii) Contractor shall use Attachment L-8a to identify the profit amount used to determine the firm fixed unit rates.
 - (iii) Contractor shall use Attachment L-8a to identify the number of tons to be placed and compacted at Crescent Junction.
 - (iv) The firm fixed unit rates for each fiscal year shall be computed by dividing the sum of the cost and profit total amounts by the total number of tons identified in Attachment L-8a.
- (3) Contractor shall propose costs by cost element using the cost instructions provided in Section L.8, paragraph (h)(3) through (12).

**CLIN 0004 – Interim Cover PWS C.2.6.2 and
CLIN 0005 – Final Covers PWS C.2.6.3**

Based on the provided funding profile, ordering for the interim and/or final Phase 2 covers is not currently included in the funding profile identified in Section B.6. However, if additional funding is provided, or work activities shifted to allow for some or all of the interim and/or final Phase 2 covers to be placed, DOE is requesting the contractors to provide a firm fixed unit rate for both the interim and final Phase 2 covers.

- (1) Two (2) separate firm fixed unit rates shall be proposed. A firm fixed unit rate shall be based on total costs and profit for PWS C.2.6.2 and the number of cubic yards of interim cover and a firm fixed unit rate shall be based on total costs and profit for PWS C.2.6.3 and the number of cubic yards of final covers required for phase 2 of the disposal cell at Crescent Junction, consistent with terms and conditions specified in Section B.5.
- (2) Contractors shall use Section L, Attachment L-8b, titled Summary of Cost Worksheets for Fixed Unit Price Disposal Cell Interim Cover and Attachment L-8c, titled Summary of Cost Worksheets for Firm Fixed Unit

Rate for Final Covers, to provide cost, profit, and number of cubic yards information supporting the firm fixed unit rates.

- (i) Costs included in Attachment L-8b and Attachment L-8c shall be provided by major cost elements: direct labor (including labor categories, direct labor hours and direct labor rates for each labor category type), fringe benefits, direct labor overhead (if applicable), material, material handling overhead (if applicable), equipment (including capital investments), subcontract (\$5 million or more) (shall be individually estimated and provided for by major cost elements as described in this paragraph), subcontract/joint venture/LLC member or other teaming arrangement (under \$5 million), sampling, personal protective equipment (PPE), waste disposal, supplies, travel, relocation, other direct costs, joint venture/LLC member or other teaming arrangement (\$5 million or more) (shall be individually estimated and provided for by major cost elements as described in this paragraph), and General and Administrative (G&A) costs (if applicable). Attachment L-8b and Attachment L-8c shall be completed in total. For cost proposal preparation purposes, the \$5M threshold is defined as the total value of the subcontract, joint venture/LLC member or other teaming arrangement.
- (ii) Contractor shall use Attachment L-8b and Attachment L-8c to identify the profit amount used to determine the firm fixed unit rate for the interim cover and final covers at Crescent Junction.
- (iii) Contractor shall use Attachment L-8b and Attachment L-8c to identify the number of cubic yards for the interim cover and final covers at Crescent Junction.
- (iv) The firm fixed unit rate shall be computed by dividing the sum of the cost and profit total amounts by the total number of cubic yards identified in Attachment L-8b and Attachment L-8c.
- (3) Contractor shall propose costs by cost element using the cost instructions provided in Section L.8, paragraph (h)(3) through (12).
- (j) Waiver of Facilities Capital Cost of Money (FCCOM). The contract includes Section I.23 clause titled, FAR 52.215-17, Waiver of Facilities Capital Cost of Money; thus, as a condition of award, the contractor shall not propose facilities capital cost of money.
- (k) Contract Transition Cost.
 - (1) The contract transition period is the time between award of the contract and the date the contractor assumes full responsibility. For proposal preparation purposes, the contractor shall assume a 60 calendar day contract transition period. (This is for proposal preparation purposes only. The actual contract transition period may be different.)

- (2) The contractor shall provide a contract transition cost estimate that is of sufficient detail to allow for evaluation of the reasonableness and cost realism of the proposed effort. The information submitted may be in the contractor's preferred format but shall address the cost of the contract transition period by major transition activity. Proposed costs shall be broken down by the following major cost elements: direct labor (including labor categories, and labor hours and labor rates in each category), indirect cost allocations (by pool type and rate), relocation, travel, materials, supplies, subcontracts, and all other cost elements related to the period of transition. For proposal preparation purposes, the contractors shall assume no facilities or equipment are available at the time of contract transition.
- (l) The contractor shall submit the cost portion of the proposal in hardcopy, and also via the following electronic media (see Table L.2 for quantities to be provided of each): Attachments L-8 and L-9, Cost Proposal Information and any spreadsheets or mathematical computation shall be submitted using Microsoft Excel 2003 or 2007. The contractor's Excel files shall be working versions including formulas and computations. A second electronic file shall be provided in Adobe Acrobat 7.0 (PDF) or higher. Any written text for the Volume III Cost Proposal shall be submitted using Adobe Acrobat 7.0 (PDF) or higher. The electronic media versions provided shall be searchable.
- (m) The contractor shall provide the location (address and telephone number and point of contact) of where documentation supporting Volume III is located. The contractor shall provide the name, address and telephone number of the cognizant Administrative CO and the cognizant Defense Contract Audit Agency (DCAA) office, if any. Additionally, the contractor shall provide the name, address, and telephone number of person(s) authorized to provide any clarifying information regarding the Volume III Cost Proposal. If the contractor is a joint venture, LLC member, or other teaming arrangement(s) (\$5 million or more), this data must be provided for each entity.
- (n) The contractor shall submit an explanation of how costs will be recorded and tracked in the proposed accounting system. If the contractor's proposed accounting system will allocate costs through the use of an indirect costing rate, the indirect rate and an explanation is required to describe costs to be included in each of the indirect cost pools, as well as a description of each allocation base. Additionally, the contractor shall describe its accounting system and the adequacy of that system for reporting costs against government cost type contracts. The contractor shall identify the cognizant government audit agency or any other government agency that has formally approved the accounting system, if applicable. This data must also be provided for each member of the joint venture, LLC member, or other teaming arrangement(s) that is performing work estimated to be \$5 million or more.
- (o) Responsibility Determination and Financial Capability: FAR 9.104-1(a), General Standards, requires that a prospective contractor have adequate

financial resources to perform the contract or the ability to obtain them in order to be determined responsible. It is the contractor's responsibility to demonstrate its financial capability to complete this contract. Information provided by the contractor shall include, but not limited to, the following:

- (1) Financial Statements (audited, if available) and notes to the financial statements for the last three (3) fiscal years);
- (2) The information in subparagraph (1) above for each member of the contractor team arrangement if a teaming arrangement is used;
- (3) The last three (3) annual reports for the parent corporation(s) or the organization(s) providing the Performance Guarantee Agreement. In order to consider the financial or other resources of the parent corporation entity(ies) or other guarantors, each of those entities must be legally bound, jointly and severally if more than one, to provide the necessary resources to the prospective contractor and assume all contractual obligations of the prospective contractor; and
- (4) Any available lines of credit.

Using the above information and other information, the government will make a FAR Part 9, Contractor Qualifications, responsibility determination of the prospective awardee. The government may request a financial capability review of each contractor from the DCAA as part of the government's consideration in making the responsibility determination.

- (p) If the contractor is a joint venture, LLC or other teaming arrangement that is performing work estimated to be \$5 million or more is covered by Cost Accounting Standards (CAS), the entities shall provide a statement stating the current Disclosure Statement has been or has not been reviewed by the cognizant audit agency and if the Disclosure Statement has been approved. Additionally, the entities shall identify the cognizant government audit agency or any other government agency that has formally approved the Disclosure Statement. The entities shall also identify whether the cognizant government audit agency has issued any audit reports on the compliance with the CAS requirements and its disclosure statement, as well as, the results of the audit(s).
- (q) The contractor shall not propose any Government Furnished Services/Items (GFP) for use during the performance of this contract that is in addition to the list of GFP provided in Section J Attachment titled, Government Furnished Services/Items.

L.9 AMENDMENT OF THE RTP

The only method by which any term of the RTP may be modified is by formal amendment to the RTP generated by the DCO. DOE will issue Amendments through STRIPES and post to the Moab RTP website. No other communication made, whether oral or in writing will modify or supersede the terms of the RTP.

L.10 USE OF ADVISORS

Contractors are advised that the government used non-Federal advisors to assist with developing the RTP and intends to use non-Federal advisors to assist during the evaluation of proposals. Non-Federal advisors are authorized to access only those portions of the proposal data and discussions that are necessary to enable them to provide specific technical advice on specialized matters. Advisors were required to sign a Nondisclosure Agreement in accordance with DEAR 915.207-7(f)(6) and those advisors that will assist the government during the government's evaluation of proposals will also sign a Nondisclosure Agreement in accordance with DEAR 915.207-7(f)(6) and will be required to protect the confidentiality of any specifically identified trade secrets and/or privileged or confidential commercial or financial information obtained as a result of their participation with the acquisition. Under the statutes governing Procurement Integrity, non-Federal advisors may not disclose any information learned by participating in this acquisition. Any company that employs such an individual, after his or her service as an advisor cannot lawfully seek procurement sensitive information from the former advisor. Contractors are reminded that obtaining procurement-sensitive information, or attempts to do so, violates the Procurement Integrity Act, 41 U.S.C. § 423. Non-Federal advisors shall be expressly prohibited from rating or recommending the selection of a source.

L.11 LIST OF SECTION L ATTACHMENTS

- L-1 Authorized Negotiators
- L-2 List of Key Personnel
- L-3 Resume Format
- L-4 Contractor Past-Performance Reference Information Worksheet and Questionnaire
- L-5 Past Performance Letter and Past Performance Questionnaire
- L-6 ESH&Q Past Performance Indicators
- L-7 Cost Assumptions/Information
- L-8 Summary of Cost Worksheets
- L-8a Summary of Cost Worksheets for Firm Fixed Unit Rate - Placement and Compaction (C.2.6.1)
- L-8b Summary of Cost Worksheets for Firm Fixed Unit Rate - Interim Cover (Section C.2.6.2)
- L-8c Summary of Cost Worksheets for Firm Fixed Unit Rate - Final Covers (Section C.2.6.3)
- L-9 Waste Quantities and Cost Worksheet